

Re: SUB2001-00028  
524 Mesa View Drive  
Arroyo Grande, Ca. 93420

Dear Sub Division Review Committee

With respect to the underground power and other Utility line requirements of our application, please be advised that all new utilities to the proposed new parcels will be underground.

We ask however that you waive the requirement to bury the existing lines a) by our existing residence and b) along Highway 1, for the following reasons:

***By our existing residence:***

1. Requirement was recently waived for a major remodel.
  - a. The requirement to bury lines near the existing residence was waived because of its excessive cost when we performed a major permitted remodel of the house in 2013 -2014. Instead, we were asked to **add** a new utility pole and bury the lines from the new pole to the remodeled residence, which we did. So we now have less overhead utility lines but an additional pole?
  - b. The cost to bury existing lines now would be far greater than they were at the time the requirement was originally waived. That is because we now need to go under approximately 150 feet of concrete and hardscape that was added as part of the remodel.
2. The poles on either side of the property cannot be removed.
  - a. The pole on the left of the house could not be removed because it supports four lines that travel overhead more than 150 feet to a pole on the neighboring property. It also supports another five overhead wires to the neighbor's roof, and five wires to the pole which the Guldemans added during the remodel.
  - b. The pole on the right side of the house supports four or five overhead wires that travel overhead more than 150 feet to a pole on the neighboring property, so it also could not be removed.
3. It is unlikely that the lines on either side of our house will be buried in the foreseeable future, if ever.
  - a. We do not believe the neighboring properties can be sub-divided. If sub division is the only trigger for requiring the burying of lines, the lines are unlikely to be buried in the distant future or ever.
  - b. If the neighbors wished to do a remodel, we assume they would be treated the way we were which waived the need to bury the lines.
4. No visual benefit to the community
  - a. The lines can only be seen by us, and then, only when driving up into our driveway. There will be no visual benefit to the community.

5. The cost of burying the lines represents an unreasonable burden  
 a. We estimate the cost to bury the lines by the house to be approximately:

PG & E	\$ 20,000
A T & T	\$ 4,982
Trenching & Conduit	\$ 15,000
Electrician	\$ 5,585
Charter Cable est. (same as A T & T)	\$ 4,982
<b>Sub-Total</b>	<b>\$ 50,549</b>
20% Contingency	\$ 10,110
<b>Total</b>	<b>\$ 60,659</b>

Please see the attached written estimates.

In summary, we ask that the SRB waive the requirement to bury the utility lines near the residence as an "Adjustment" pursuant to paragraph 21.03.020 of Title 21 because: a) the burying of the lines represents an undue hardship, and b) it provides no benefit to the community.











***By Highway 1***

It should be noted that the utility lines along Highway 1:

- Are above ground for many miles on either side of our property,
- Provide utilities to hundreds if not thousands of properties, and
- Extend to poles 100 to 200 feet into our neighbors' property. There are no poles on our property

Again, we ask that the SRB waive the requirement to bury the lines along highway 1 for the following reasons:

1. Inequitable distribution of costs and benefits
  - a. Requiring us to bury 150 feet of utility lines that benefit hundreds or thousands of residents represents an inequitable distribution of costs and benefits
2. Inordinately inefficient way to achieve the objective
  - a. It is ridiculously inefficient and costly to bury tens, or hundreds of miles of utility lines 150 feet at a time
3. Might require the addition (vs. subtraction) of telephone poles
  - a. I am told that we would have to add poles on either sides of our property so that the overhead wires from the poles on our neighboring properties can be brought to the edge of our property.
4. Provides little visual benefit to the community
  - a. We cannot foresee any reasonable circumstance or event that would require the neighboring properties to bury their lines in the next very many years, or for that fact, ever.
    - i. Please recall that we believe the immediately neighboring properties cannot be subdivided, thereby triggering a burying of their lines
  - b. A 150-foot stretch of buried line in the middle of miles of overhead lines is unlikely to cause great rejoice among the folks driving along Highway 1.

6. The cost of burying the lines represents an unreasonable burden
- a. We estimate the cost to bury the lines by Highway 1 to be approximately:

PG & E	\$ 50,000
A T & T	\$ 3,737
Trenching & Conduit	\$ 20,000
Charter Cable est. (same as A T & T)	\$ 3,737
Cal Trans Permit	\$ ?
<b>Sub-Total w/o Cal Trans Pmt</b>	<b>\$ 77,474</b>
20% Contingency	\$ 15,495
<b>Total</b>	<b>\$ 92,969</b>

Please see the attached written estimates.

In summary, we ask that the SRB waive the requirement to bury the utility lines near Highway 1 as an "Adjustment" pursuant to paragraph 21.03.020 of Title 21 because:  
a) The burying of the lines represents an undue hardship, and b) it provides little or no benefit to the community.







**Phil Guldeman**

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**To:** ZAKARIA, NEIL M  
**Subject:** RE: 524 MESA VIEW DR

***Allocation of A T & T Costs***

**Total Cost for A T & T                    \$ 8,718.76**

	<b>Feet</b>	<b>% Ft.</b>	<b>Cost</b>
By House	200	57.14%	\$ 4,982.15
Highway 1	<u>150</u>	42.86%	<u>\$ 3,736.61</u>
Total	350		\$ 8,718.76

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**From:** ZAKARIA, NEIL M [mailto:nz5698@att.com]  
**Sent:** Wednesday, December 9, 2015 11:24 AM  
**To:** Phil Guldeman <philg@cfo-service.com>  
**Subject:** 524 MESA VIEW DR

Mr. Goldman,

Per your request, I ran an approximate estimate to underground 350' of aerial telephone cable in front of your property at 524 Mesa View Dr, Arroyo Grande, CA. The estimate came at \$8718.76. This estimate does not include trenching and the placement of 2-4" ducts between poles, since this is usually provided by the customer. Any question, I can be reached at 805-546-7012.

Neil

ORMONDE BACKHOE SERVICE, INC.

325 E. ORMONDE ROAD  
ARROYO GRANDE, CA 93420**Estimate**

Date	Estimate #
11/22/2015	23

Name / Address
GULDEMAN FAMILY TRUST 2890 MESA ALTA LN. ARROYO GRANDE, CA 93420

				Project
Description	Qty	Cost	Total	
ESTIMATE TO TRENCH AND INSTALL 150 FEET ELECTRIC, TELEPHONE AND CATV CONDUIT, REPAIR ASPHALT ALONG HWY 1 IN CAL TRANS RIGHT OF WAY. DOES NOT INCLUDE PERMITS \$15,000 TO \$20,000	1	20,000.00	20,000.00	
ESTIMATE TO TRENCH AND INSTALL ELECTRIC AND TELEPHONE CONDUITS AND PULL BOXES 170 FEET. UNDER DRIVEWAY. INCLUDES CONCRETE AND LANDSCAPE REPAIR \$10,000 TO \$15,000	1	15,000.00	15,000.00	
		<b>Total</b>	<b>\$35,000.00</b>	

Customer Signature \_\_\_\_\_

**James O'Donnell Remodeling Co.**789 Valley Rd. #A, Arroyo Grande, Ca. 93421-0158  
(805) 481-2005 Lic.# 438329**Proposal and Contract for Property Improvement**

To <u>Phil Guldeman</u>	Page <u>1</u> of <u>1</u>
<u>524 Mesa View Rd.</u>	Job Location
<u>Arroyo Grande, CA 93420</u>	<u>524 Mesa View Rd., AG 93420</u>
	Job Number
Date <u>Wed, 4 Nov, 2015</u>	Phone #1 <u>473-1765</u> Phone #2

James O'Donnell Co. proposes to furnish the following:

**Material and labor to lower main service pole at house and run wire from pge pole to service pole, underground. (approximately 30 feet.) make all electrical connections as required.**

All of the above work is to be completed in a workmanlike manner according to standard practices for the sum of:

**\$5,585.00****Five thousand five hundred eighty five and no/100 dollars \*\*\*\*\***

Progress payments are to be made as follows in accordance with the terms and conditions as stated in the Notice to Owner attached to this document.

The remaining balance of the contract is to be paid upon substantial completion. This proposal is valid until 12/15/2015 and if accepted on or before that date, work will commence approximately within 10 work days and will be substantially completed approximately 10 work days subject to delays caused by acts of God, stormy weather, uncontrollable labor trouble, or unforeseen contingencies. The following constitutes substantial commencement of work pursuant to this proposal and contract:

Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon written order for the same, signed by the owner and contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. The contractor shall not be responsible or bear the cost of any changes or alterations required by the building officials not directly covered in this contract.

**FAILURE BY CONTRACTOR WITHOUT LAWFUL EXCUSE TO SUBSTANTIALLY COMMENCE WORK WITHIN TWENTY (20) DAYS FROM THE APPROXIMATE DATE SPECIFIED IN THIS PROPOSAL AND CONTRACT WHEN WORK WILL BEGIN IS A VIOLATION OF**

If any payment is not made when due, Contractor may suspend work on job until such time as all payments due on job have been made. A failure to make payment for a period in excess of 5 days from due date of the payment shall be deemed a material breach of this contract

**NOTICE TO OWNER OR TENANT: You have the right to require Contractor to have a performance and payment bond**

Respectfully submitted,  
James D. O'Donnell Jr.

PO Box 158, Arroyo Grande, Ca. 93421  
(805) 481-2005

**438329**  
Contractors State License No.

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof. I/we acknowledge that entering into this contract, I/we received a copy of the Notice to Owner which appears attached to this proposal. I/we have read and agree to the provisions contained on the front and reverse sides hereof, and in any attachments hereto, which are made a part hereof and are described as:

Accepted: X Phil Guldeman

Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any Questions concerning the contractor may be referred to the Registrar, Contractors State License Board, Post Office Box 26000, Sacramento, California 95826